



**THE CITY OF IMPERIAL BEACH**

**REQUEST FOR PROPOSALS/ QUALIFICATIONS (RFP/Q) FOR**

**PROFESSIONAL CONSULTANT SERVICES**

**TO ASSIST THE CITY IN THE DEVELOPMENT OF THE**

**2018 RESILIENT IMPERIAL BEACH (RIB)**

**LOCAL COASTAL PROGRAM (LCP)/**

**GENERAL PLAN (GP) UPDATE**

**City of Imperial Beach  
Community Development Department  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
(619) 628-1355**

**January, 2017**



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## *City of Imperial Beach, California*

COMMUNITY DEVELOPMENT DEPARTMENT

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 628-1356 Fax: (619) 424-4093

### **NOTICE REQUEST FOR PROPOSALS AND QUALIFICATIONS (RFP/Q) FOR THE 2018 RESILIENT IMPERIAL BEACH (RIB) LCP/GP UPDATE**

NOTICE IS HEREBY GIVEN that the City of Imperial Beach invites proposals from qualified consulting firms that are able to engage our community leaders and citizens in selecting adaptation strategies from our Sea Level Rise (SLR) study and have them translated into Local Coastal Program (LCP) policies. This project has been budgeted for \$375,000 of which \$225,000 is funded by a grant from the California Coastal Commission. Much of the work requested will form the components of a Climate Action Plan (CAP) and will be a part of a larger effort to update the Imperial Beach Local Coastal Program (LCP)/General Plan so that it would be in compliance with California planning requirements. Documents to satisfy requirements of the California Environmental Quality Act (CEQA) will also need to be a part of the proposal. Only consultant teams with experience in sea level rise, climate change, CEQA, general plan/local coastal program amendments, public engagement, and zoning ordinance changes will be considered.

Sealed proposals must be submitted by 5:00 p.m. Tuesday, February 28, 2017 to the project manager:

Jim Nakagawa, AICP  
City Planner  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

619-628-1355  
[jnakagawa@imperialbeachca.gov](mailto:jnakagawa@imperialbeachca.gov)

The complete RFP/Q and its submittal requirements will be posted on the City's webpage at:  
[http://www.imperialbeachca.gov/index.asp?Type=B\\_BASIC&SEC={29511BB9-06F9-4547-BA2C-DEE671BB6DAD}](http://www.imperialbeachca.gov/index.asp?Type=B_BASIC&SEC={29511BB9-06F9-4547-BA2C-DEE671BB6DAD})



**BACKGROUND INFORMATION:**

The City of Imperial Beach is a low-lying coastal community 4.5 square miles in area with a population of 26,324 (2010 US Census) located at the southwest corner of the continental United States in San Diego County. AB 32 and SB 375 have prompted both the State of California and local governments to address climate change and sea level rise impacts in its programs and projects.

The City participated in The 2012 Sea Level Rise (SLR) Adaptation Strategy for San Diego Bay that was prepared by ICLEI and funded by the San Diego Foundation. The City is also collaborating with the Tijuana River National Estuarine Research Reserve (TRNERR) who was awarded a three-year grant from NOAA's Climate Program Office on the *Climate Understanding and Resilience in the River Valley* (CURRV) project where a vulnerability assessment of Tijuana River Valley resources has been conducted to inform the development of adaptation strategies addressing flooding and inundation caused by climate change and sea level rise.

The City recently completed its Sea Level Rise study of its Pacific coastline through a Climate Ready grant of \$300,000 from the State Coastal Conservancy and a \$70,000 grant from the San Diego Foundation. The report is posted on the City's webpage.

**COASTAL COMMISSION LOCAL COASTAL PROGRAM (LCP) GRANT:**

The City was awarded a \$225,000 LCP grant by the State Coastal Commission in September, 2016 to amend its LCP that incorporates the adaptation strategies that it will select from the options presented in its SLR report. The City is soliciting the services of consultants to assist in this work.

**SCOPE OF WORK**

**Approach:** The SLR studies will form a significant element of the adaptation component of a Climate Action Plan (CAP) that will be subsumed within the amendments to the LCP/GP. In order for the provisions of a CAP that would amend the LCP/GP to adequately address climate change impacts, a mitigation component will also need to be developed. These are measures that a city may take (albeit a small contribution when considered within a global context) to lessen its carbon footprint as provided in Coastal Act Section 30253. Such measures may include: switching to low carbon energy sources, encouraging solar panel installations, energy efficiency programs, water

reduction programs, reduction in vehicle use through Transportation Demand Management (TDM) programs, and enhanced xeriscape landscaping programs to conserve water and mitigate for heat island effects. Some measures are already required by the State such as AB 1358 (Complete Streets Act of 2008 and SB 743 (VMT Traffic Analysis metrics under CEQA). Transit Oriented District/Development (TOD) Strategies that complement SANDAG's TOD Strategies may also be included. Our City has previously worked with SANDAG and SDG&E in developing an Energy Roadmap. The Energy Roadmap document will be updated with the support of this grant as Coastal Act § 30253 requires that new development "minimize energy consumption and vehicle miles traveled." Consultants will be hired to assist in data gathering and research and develop a program to reduce energy, automobile use, heat island effects, and water use that meets the greenhouse gas (GHG) reduction targets of the State and Region. The consultants will also assist in translating the preferred SLR adaptation strategies into specific policy (Land Use Plan) and regulatory implementation language (Implementation Plan/Zoning).

This project aligns with the adopted 2015 Coastal Commission *Sea Level Rise Policy Guidance* and the 2013 *Local Coastal Program (LCP) Update Guide*. Section 8 in Part 1 addresses coastal hazards as follows:

*"Hazard Components of LCPs should be upgraded to address emerging issues related to adapting to climate change. Since this Guide was first published, government at all levels continues to address impacts from climate change pursuant to the requirements of AB 32, the Global Warming Solutions Act of 2006. Executive Order (EO) S-13-08 was issued on November 14, 2008. The EO called on state agencies to develop California's first strategy to identify and prepare for these expected climate impacts. In 2009, the California Department of Natural Resources published The California Climate Adaptation Strategy. A first step for any LUP [land use plan] update may be a vulnerability analysis..."*

*"The National Academy of Sciences published a study Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future that makes independent projections of sea-level rise along California's coast for the years 2030, 2050, and 2100, taking into account regional factors that affect sea level. Such projections should be taken into account when requiring site-specific engineering and site analysis for development subject to sea level rise." (LCP Update Guide – Part I – Section 8, Coastal Hazards, 2013).*

Developing amendments to address climate mitigation is in alignment with Coastal Act Section 30253, which states that "New development shall do all of the following:

- a) *Minimize risks to life and property in areas of high geologic, flood, and fire hazard.*
- b) *Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.*
- c) *Be consistent with requirements imposed by an air pollution control district or the State Air Resources Board as to each particular development.*
- d) *Minimize energy consumption and vehicle miles traveled.*
- e) *Where appropriate, protect special communities and neighborhoods that, because of their unique characteristics, are popular visitor destination points for recreational uses."*

In addition to the LUP update, the Implementation Plan (IP/Zoning) will also be updated in order to be consistent with the changes to the LUP. The City will adopt the updated LUP and IP in order to have them certified by the Coastal Commission as an update to the LCP.

**Public Participation:** A steering committee of partners (much like those who participated in the previous Climate Ready SLR studies) will be formed (including Coastal Commission staff) to guide the development of the LCP/GP amendments. The public, the Stakeholders, the City Council, the Tidelands Advisory Committee (TAC), the Design Review Board (DRB), and the Parks and Recreation Commission (PRC) would also be engaged in a series of workshops (similar to those that were convened for the SLR study) to obtain public input on the project.

## **A. TASKS**

### **Task 1: Work Plan and Outline**

City staff and consultant will refine the Work Plan that was approved by the Coastal Commission and prepare an Outline that identifies the elements and chapters that need to be amended in both the LUP and IP. This task also includes the development of an Issues Analysis Report that will address the primary challenge of the project, i.e. establishing decision criteria in selecting the sea level rise (SLR) adaptation strategies and climate change mitigation measures that protect coastal resources as required by the Coastal Act, while being acceptable to the citizens and community leaders of Imperial Beach. A kick off meeting with Commission staff, LCP Steering Committee members and City staff plus consultants will occur as part of this task to refine the Work Plan and Outline.

**2018 Resilient Imperial Beach (RIB) LCP/GP Update:** It is anticipated that some of the work that proposes updating data and changes to the policies in various elements of the General Plan/Local Coastal Program (GP/LCP) may not be eligible for payment from grant funds. Much of the basic data and policies in the GP/LCP are over 24 years old and need to be updated. The City is setting aside \$100,000 from its Strategic Capital Reserves (SCR) and \$50,000 from its general fund to fund both the policy and implementation work that may not be eligible for payment from the grant. Some of this funding would also be drawn to cover eligible work that was not funded by the Coastal Commission (i.e. \$225,000 was awarded from the requested \$300,000). The consultant would need to bifurcate the work into eligible (grant) and non-eligible (SCR) categories when invoicing the City. Much of the general fund expenditures for this work will also be considered matching leverage funds.

Deliverables/Outcomes: Refined Work Plan for consultant contract and Outline; Issues Analysis Report

### **Task 2: Updated LCP Land Use Plan (LUP)**

Recognizing the outdated nature of the LUP, this grant presents an excellent opportunity to update all relevant policies to be consistent with state laws including the Coastal Act, the LUP Update Guide, and the SLR Policy Guidance document. The City and consultant will work with Coastal Commission staff to assess the proposed policies and maps for Coastal Act consistency.

The City and consultant will also perform a policy audit to ensure consistency and identify connections with other City planning documents such as the amendment to the Circulation Element (i.e. bicycle transportation plan upgrades). Per the *LCP Update Guide*, additional analysis will be spent on updating the Circulation component of the LCP to adequately address Complete Streets requirements (AB 1358 and SB 743).

Additionally, the City's 2005 Urban Waterfront and Ecotourism Study found that the City should be focused on accommodating visitors who patronize the coastal environmental attributes, such as the Tijuana Estuary, with a specific emphasis on visitor-serving accommodations to support various ecotourism opportunities. Recreational tourism (bicyclists, surfers, and visitors who patronize the City's public beaches) will also be a part of the market that the City will continue to try to capture, and it will also be a strong criteria in the evaluation of adaptation strategies that the City will

consider. As information is collected, it will be integrated into the City's mapping system using GIS where applicable. The final product will be a Coastal Act Consistency Checklist that will identify LCP policies that need to be amended in order for the LCP to be consistent with the Coastal Act and evaluate the proposed policies for Coastal Act consistency. A similar analysis will be done to demonstrate compliance with the Internal consistency requirement per Government Code § 65300.5. The external consistency requirement per Government Code § 65860 will be demonstrated during the development of the amendments to the IP component of the LCP.

LCP completions and updates that include policies and implementing ordinances that address sea-level rise and other climate change impacts (i.e. wildfire, increased heat, energy use, and drought) will be given special consideration. Therefore, following a coordination meeting with Coastal Commission staff to discuss the existing sea level rise adaptation plan, the City and Consultant will take the existing sea level rise adaptation strategies and effectively translate them into coastal act consistent policies and implementing regulations. Other issue areas such as drought will also be addressed in the Water Conservation policies.

**Public Engagement:** Work on the LUP component of the project will involve people at 3 levels: a Steering Committee (to include staff members from City planning, City public Works, San Diego Port District, Tijuana River National Estuarine Research Reserve, WiLDCOAST, a City Councilmember, Coastal Commission, US Navy, and EPIC/University of San Diego), Stakeholders (to include the Imperial Beach Chamber of Commerce, San Diego Regional Climate Collaborative, San Diego Foundation, utilities (water, power, telecommunications), environmental justice, Surfrider Foundation, Caltrans, SANDAG (energy and Shoreline Preservation Working Group), City of Coronado, City of San Diego, South County Economic Development Council, Building Industry Association, San Diego Climate Science Alliance, the IB Observers, and Seacoasters), and public bodies such as the City Council/Tidelands Advisory Committee (TAC)/Design Review Board (DRB)/Parks & Recreation Commission (PRC).

There will be a Steering Committee and Stakeholder meeting to obtain input prior to work on the LUP. There will be a joint study session with the City Council, TAC, DRB, and PRC. This will be followed up with a public workshop. Additionally, the City and Consultant team will coordinate with Coastal Commission staff on an ongoing basis, including through providing time for iterative review of LUP drafts.

Deliverables: Coastal Act Consistency Checklist, Administrative/Review Draft(s) LUP (in Word), Revised/Final Draft Land Use Plan (in Word)

### **Task 3: Updated LCP Implementation Plan (IP)**

The LCP Implementation Plan will consist of the Zoning Ordinance, providing specific development regulations (and exemptions) for certain coastal zone activities. The City and consultant will develop the IP that emphasizes readability and streamlined permit review procedures. The goal of updating the outdated corresponding zoning regulations is to provide a clear path for future development that is not only consistent with the Coastal Act, the *Sea Level Rise Policy Guidance document and the Safeguarding California Plan for Reducing Climate Risk*, but also with the character and feel of the City of Imperial Beach, and its emerging visitor-serving, ecotourism and recreation tourism economic development strategy. The City recognizes that there are confusing provisions in the recently-certified commercial zoning amendments that require clarification. These changes would be among those that would be funded with the SCR as well as changes that would “connect the dots of the Imperial Beach Big Picture.”

**Public Engagement:** The Steering Committee will be involved in the development of the IP. There will be a Stakeholders meeting to obtain input on the draft IP. There will then be another joint study session with the City Council, TAC, DRB, and PRC to discuss the IP. This will be followed up with



another public workshop on the IP. Additionally, the City and Consultant team will coordinate with Coastal Commission staff on an ongoing basis, including through providing time for iterative review of IP drafts.

Deliverable: Administrative/Review Draft(s) Updated Implementation Plan (in Word), Revised/Final Draft IP (in Word); Tracking Spreadsheet of LUP policy to corresponding IP regulation.

#### **Task 4: Agency/Public Process**

A summary of the public workshops and study session comments (from public engagement activities noted in Tasks 1-3) will be compiled. The comments will be incorporated, to the extent feasible, into the draft LCP. Furthermore, the City will utilize the Climate Collaborative as a platform to further build regional collaboration and consistency, obtain additional input from local scientific experts and share methodologies, results and lessons learned across the region, the state, and nationally.

Proposed amendments will be routed for a 45-day public and agency review period pursuant to California Code of Regulations Code §13515 (14 CCR 13515) and California Government Code §65352. The implementation mechanisms must also be externally consistent pursuant to Government Code Section 65860. Innovative outreach tools, such as online feedback links, would be considered to not only provide information to the community but to invite their comments as a part of the process.

The City will have the selected consultants prepare any environmental documents and studies that may be necessary and the documents will be routed for the required agency/public review.

Deliverable: Public Comment Summary Report; any required environmental documents, revised LCP drafts reflecting stakeholder input (as applicable).

#### **Task 5: Final Plan, Local Adoption, CCC submittal and Certification**

The City and consultant will conduct a total of two public hearings before the City Council during the LCP approval process. Following local approval, the updated LCP will be submitted to the Coastal Commission for review and certification. The City and consultant will also attend two related hearings before the Coastal Commission (though this will likely occur outside of the grant term). The City intends to bring the LUP and Implementation Plan together before the Coastal Commission.

Deliverable: Staff Reports for up to Two City Council meetings ; Final draft LCP update policy (LUP) and implementation (IP) components; Tidelands Advisory/Design Review/Parks & Recreation, City Council, and California Coastal Commission staff report packages; submittal package for adopted LCP update.

#### **Task 6: Project Management**

This task includes managing contracts, paying consultants, billing the Commission, maintaining accounting records, and other time spent on managing the project. Monthly check-in meetings between City staff/consultant and the Coastal Commission staff are included in this task.

Deliverable: Quarterly RFFs and progress reports to Commission staff

### **B. SCHEDULE**

Project start/end dates: 1/18/2017 – 12/31/2018

<b>Task 0. Consultant Selection</b>	Begin date: Jan 2017 End Date: Mar 31, 2017
0.1 RFP/Q issued	Jan 2017



0.2 Proposals Evaluated	Begin date: Feb 2017 End Date: Feb 28, 2017
0.3 Consultant Selected	Mar 2017
Outcome/Deliverables: Contract	Completion Date: Mar 31, 2017
<b>Task 1. Work Plan and Outline</b>	Begin date: Apr 2017 End Date: May 31, 2017
1.1 Steering Committee Meeting with consultant team and Commission staff	Apr 2017
1.2 Refine Project Work Plan and Outline and Issues Analysis Report	Begin date: Apr 2017 End Date: May 2017
Outcome/Deliverables: Refined Work Plan and Outline; Issues Analysis Report	Complete Date: May 31, 2017
<b>Task 2. Draft LUP</b>	Begin date: June 2017 End date: Dec 31, 2017
2.1 Steering Committee & Stakeholder meetings, including a coordination meeting with CCC staff to discuss the existing adaptation report	June 2017
2.2 Develop administrative/review draft LUP	July – Aug 31, 2017
2.3 Draft LUP review by Commission staff, stakeholders	Sep 2017
2.4 Joint Council/TAC/DRB/PRC study session 1 re LUP	Oct 2017
2.5 Public Workshop 1 re LUP	Nov 2017
2.6 Revise LUP	Nov 2017 – Dec 31, 2017
2.7 Develop Coastal Act Consistency Checklist	Dec 31, 2017
Outcome/Deliverables: Coastal Act Consistency Checklist, Admin./review draft LUP; Revised draft LUP	Complete Date: a. Admin/Review draft: Aug 31, 2017 b. Revised draft: Dec 31, 2017 c. Checklist: Dec 31, 2017
<b>Task 3. Draft IP</b>	Begin date: Jan 2018 End date: June 2018
3.1 Steering Committee meeting	Jan 2018
3.2 Develop administrative/review draft IP	Jan 2018 – Feb 28, 2018
3.3 Draft IP review by Commission staff, stakeholders	Mar 2018
3.4 Joint Council/TAC/DRB/PRC study session 2 re IP	Apr 2018
3.5 Public Workshop 2 re IP	May 2018
3.6 Revise IP	May 2018 – June 30, 2018
3.7 Develop LUP/IP Tracking spreadsheet	June 2018
Outcome/Deliverables: Admin./review draft IP (in Word); Revised draft IP (in Word); Tracking Spreadsheet of LUP policy to corresponding IP regulation	Complete Date: a. Admin/Review draft: Feb 28, 2018 b. Revised draft: June 30, 2018 c. Tracking spreadsheet: June 30, 2018
<b>Task 4. Agency/Public Review Process</b>	Begin date: July 2018 End date: Aug 2018

4.1 Route proposed LCP Amendment for agency/public review	July 2018
4.2 Review and prepare responses to comments	Aug 2018
4.3 Incorporate comments and finalize LCP for local adoption	Aug 2018
Outcome/Deliverables: Agency/Public Comment Summary Report; any required environmental documents; revised LCP drafts reflecting stakeholder input (as applicable)	Complete Date: Aug 31, 2018
<b>Task 5. Final Plan and Certification</b>	Begin date: Aug 2018 End date: Fall 2018
5.1 Steering Committee meeting	Aug 2018
5.2 Locally adopt amendments to LCP policy (LUP) and implementation (IP) components	Fall 2018 (Adoption hearing dates TBD)
5.3 Submit LCP update policy and implementation components to Coastal Commission for certification	Fall 2018
Outcome/Deliverables: Staff Reports for up to Two City Council meetings; final draft LCP update policy and implementation components; Tidelands Advisory/Design Review/Parks & Recreation, City Council, and California Coastal Commission staff report packages; submittal package for adopted LCPA	Complete Date: 12/31/2018
<b>Task 6. Project Management</b>	Begin date: Jan 2017 End date: 12/31/2018
6.1 Coordination with Commission Staff, including monthly (or as needed) check-ins	Begin date: Jan 2017 End date: 12/31/2018
6.2 Contract management and billing	Begin date: Jan 2017 End date: 12/31/2018
Outcome/Deliverables: Quarterly RFFs and progress reports to Commission Staff	Complete Date: 12/31/2018

### C. **BENCHMARK SCHEDULE**

ACTIVITY	COMPLETION DATE
Refined Work Plan and Outline	May 31, 2017
Admin./Review Draft LUP	Aug 31, 2017
Revised draft updated Land Use Plan	Dec 31, 2017
Admin./Review Draft IP	Feb 28, 2018
Revised draft updated Implementation Plan	June 30, 2018
Final draft LCP update policy and implementation components	Sep 1, 2018
Submit LCP update policy and implementation components to Coastal Commission for certification	Dec 31, 2018

**D. BUDGET SUMMARY**

	<i>Commission Grant Total</i>	<i>Match/ Other Funds (General Funds)</i>	<i>Match/ Other Funds (Strategic Capital Reserves)</i>	<i>Total (LCP Grant Funds + Match/ Other Funds)</i>	<i>City GP non LCP work- related funds</i>
<b>LABOR COSTS<sup>1</sup></b>					
<b>County/City Staff Labor</b>					
<b>Task 0</b>					
<b>Task 1</b>					
<b>Task 2</b>					
<b>Task 3</b>					
<b>Task 4</b>					
<b>Task 5</b>					
<b>Task 6</b>					
<b>Total Labor Costs</b>	<b>\$0.00</b>				
<b>DIRECT COSTS</b>					
<b>County/City Staff Project Supplies</b>					
A					
B, etc.					
<b>Total</b>					
<b>County/City Staff Travel In State<sup>2</sup></b>					
Mileage					
Hotel, etc.					
<b>Total</b>					
<b>Consultants<sup>3</sup></b>					
<b>Task 1 – Work Plan and Outline</b>		\$1,000			
<b>Task 2 – Updated LUP</b>	\$125,000.00	\$10,000	\$20,000	\$155,000	
<b>Task 2b – Updated GP</b>					\$10,000
<b>Task 3 – Updated IP</b>	\$75,000.00	\$9,000	\$20,000	\$104,000	
<b>Task 3b Updated Zoning</b>					\$10,000

<sup>1</sup> Amount requested should include total for salary and benefits.

<sup>2</sup> Travel reimbursement rates are the same as similarly situated state employees.

<sup>3</sup> All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

	<b>Commission Grant Total</b>	<b>Match/ Other Funds (General Funds)</b>	<b>Match/ Other Funds (Strategic Capital Reserves)</b>	<b>Total (LCP Grant Funds + Match/ Other Funds)</b>	<b>City GP non LCP work- related funds</b>
<b>Task 4 – Public Outreach</b>			\$5,000	\$5,000	
<b>Task 5 – Final Plan and Certification</b>	\$25,000.00		\$10,000	\$35,000	
<b>Task 5b – Environmental document</b>					\$50,000
<b>Task 6 – Project Management</b>			\$5,000	\$5,000	
<b>Total</b>	<b>\$225,000</b>	<b>\$20,000</b>	<b>\$60,000</b>	<b>\$305,000</b>	<b>\$70,000</b>
<b>Total Direct Costs</b>	<b>\$225,000</b>	<b>\$20,000</b>	<b>\$60,000</b>	<b>\$305,000</b>	<b>\$70,000</b>
<b>OVERHEAD/INDIRECT COSTS<sup>4</sup></b>					
<b>Total City Staff Overhead/ Indirect Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL PROJECT COST</b>	<b>\$225,000</b>	<b>\$20,000</b>	<b>\$60,000</b>	<b>\$305,000</b>	<b>\$70,000</b>

### **APPLICABLE DOCUMENTS TO BE REVIEWED**

It is advisable that the consultant be familiar with the following documents and information:

- Imperial Beach Sea Level Rise Assessment Report 2016  
[http://www.imperialbeachca.gov/vertical/sites/%7B6283CA4C-E2BD-4DFA-A7F7-8D4ECD543E0F%7D/uploads/100516\\_IB\\_Sea\\_Level\\_Rise\\_Assessment\\_FINAL.pdf](http://www.imperialbeachca.gov/vertical/sites/%7B6283CA4C-E2BD-4DFA-A7F7-8D4ECD543E0F%7D/uploads/100516_IB_Sea_Level_Rise_Assessment_FINAL.pdf)
- Sea Level Rise Adaptation Strategy for San Diego Bay:  
[http://www.icleiusa.org/climate\\_and\\_energy/Climate\\_Adaptation\\_Guidance/san-diego-bay-sea-level-rise-adaptation-strategy-1](http://www.icleiusa.org/climate_and_energy/Climate_Adaptation_Guidance/san-diego-bay-sea-level-rise-adaptation-strategy-1)
- Tijuana River National Estuarine Research Reserve CURRV documents:  
<http://trnerr.org/currv/>
- State Sea Level Rise Guidance Document: <http://www.opc.ca.gov/2013/04/update-to-the-sea-level-rise-guidance-document/>
- Coastal Commission adopted SLR Guidance Document:  
<https://www.coastal.ca.gov/climate/slrguidance.html>

<sup>4</sup> Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”

- LCP Update Guide: Part 1 - Updating LCP Land Use Plan (LUP) Procedures & Part 2 - Updating LCP Implementation Plan (IP) Procedures <https://www.coastal.ca.gov/rflg/lcp-planning.html>
- State Coastal Conservancy Climate Change Policy: <http://scc.ca.gov/2009/01/21/coastal-conservancy-climate-change-policy-and-project-selection-criteria/#more-100>
- San Diego Port District Climate Plan: <http://www.portofsandiego.org/climate-mitigation-and-adaptation-plan.html>
- 2012 National Research Council: Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future [http://www.nap.edu/catalog.php?record\\_id=13389](http://www.nap.edu/catalog.php?record_id=13389)
- 2014 National Climate Assessment: Climate Change Impacts in the US <http://nca2014.globalchange.gov/>
- Imperial Beach General Plan/ Local Coastal Plan [http://www.imperialbeachca.gov/index.asp?Type=B\\_BASIC&SEC={AE64390E-8D66-4015-AF21-5499DFFD2684}](http://www.imperialbeachca.gov/index.asp?Type=B_BASIC&SEC={AE64390E-8D66-4015-AF21-5499DFFD2684})
- Imperial Beach Municipal Code Title 19 (Zoning) <http://qcode.us/codes/imperialbeach/view.php?topic=19&frames=on>
- City of Imperial Beach Vision Plan - "Imperial Beach: The Big Picture" [http://www.imperialbeachca.gov/vertical/sites/%7B6283CA4C-E2BD-4DFA-A7F7-8D4ECD543E0F%7D/uploads/The\\_Big\\_Picture\\_-\\_Complete\\_File\\_for\\_Website.pdf](http://www.imperialbeachca.gov/vertical/sites/%7B6283CA4C-E2BD-4DFA-A7F7-8D4ECD543E0F%7D/uploads/The_Big_Picture_-_Complete_File_for_Website.pdf)

## **PUBLIC DISCLOSURE**

As a general rule, all documents received by the City of Imperial Beach are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten (10) days prior to the due date of your proposal. If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

## **SUBMITTAL FORMAT AND CONTENT**

All respondents are required to follow the format specified below. The contents of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed according to the numbering system shown below to aid in expedient information retrieval.

**Submittal Cover** – Label the submittal as “2018 Resilient Imperial Beach LCP/GP Update” along with the proposer's business name, address, email address, the telephone number of the principal firm, and submittal due date.

**Table of Contents** - Include a listing of headings and pages to allow easy reference to key information.

- I. **Cover Letter** - The cover letter should be brief (two pages maximum) and any changes to the format or deletions of the RFQ/P should be explained in the cover letter. Identify the project manager for the project including the location of the firm's offices and the project

manager's contact information. Identify any conflicts of interest that the firm and any of its sub-consultants may have with officials of the City of Imperial Beach.

- II. **Proposer's Strategic Plan** - Describe how the firm will approach and carry out the Scope of Work within the budget and schedule provided by the terms of the Coastal Commission LCP grant. Provide a list of tasks that would be consistent with those proposed for the LCP grant.
- III. **Qualifications and Experience** - This section shall contain the following: a description of the consultant's experience in providing climate change/sea level rise/LCP/GP/CEQA or other relevant consulting services for public entities and/or the private sector. The firms' experiences specifically related to the scope of work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. Describe the experience and the tasks that each sub-consultant will perform.
- IV. **List of Project Personnel** - This list should include the identification of the contact person with primary responsibility for this project, other project personnel, including partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A résumé for each professional and technical person assigned to the project, including partners and/or sub-consultants, shall be submitted. The résumés shall include at least two references from previous assignments.
- V. **Organization Chart** - An organization chart containing the names of all key personnel, joint venture partners, and sub-consultants with titles and their specific task assignment for this project shall be provided in this section.
- VI. **Insurance Coverage** - Description of insurance coverage for prime respondent and co-venture partner(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims);
- VII. **Schedule of Rates** - The respondent shall provide a Schedule of Rates in a sealed envelope along with the submittal.

## **SUBMITTAL SELECTION PROCESS AND EVALUATION CRITERIA**

A selection committee composed of representatives of the City and other agencies and organizations that are involved with climate changes/sea level rise studies and LCP amendments may be convened to review and evaluate the proposals. The selection committee may "short-list" the most qualified firms, utilizing the selection criteria listed below. In the event that an interview is required by the selection committee, it is mandatory that all principal firms and the designated project manager attend.

Evaluation of the submittals will consider the following:

- Conformance to the specified RFQ/P format;
- Organization, presentation, and content of the submittal;
- Specialized experience and technical competence of the firm(s), (including principal firms, joint venture-partners, and sub-consultants), considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project;

- Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner, while demonstrating the ability to be adaptive and dynamic throughout the process;
- Knowledge and understanding of the local, social, economic, and political environment;
- Reference checks, financial stability of the principal consultant and/or a consultant team;
- Demonstrated competency in the climate change/sea level rise/CEQA/ LCP planning process;
- Familiarity with the scenario planning approach;
- Skilled at communicating complex science concepts in a public presentation context; and
- Technical report writing.

The tentative schedule for the solicitation, receipt, evaluation of the submittals, and the selection of the consultant is provided as follows. (Note: Dates are subject to change.)

Distribution/Advertisement	January 22, 2017
Deadline for Submittal of Qualifications/Proposals	February 28, 2017
Submittal Review, Interview & Negotiation	March 2017
City Council Approval	March – April 2017
Notice to Proceed	March – April 2017

**Submission:** One original and (6) hard copies of the submittal and one PDF file of the proposal on a flash drive shall be delivered no later than 5:00 p.m. on the due date listed above to the project manager and contact person below. Copies received by FAX shall not be deemed received. Incomplete submittals, incorrect information, or late submittals shall be cause for disqualification.

Mr. James Nakagawa, AICP  
City Planner  
Community Development Department  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
(619) 628-1355  
[jnakagawa@imperialbeachca.gov](mailto:jnakagawa@imperialbeachca.gov)

Questions or inquiries regarding this RFQ/P shall be submitted via email no later than 4 business days prior to the submittal deadline to the project manager listed above.

### **TERMS AND CONDITIONS**

Issuance of this RFQ/P does not commit the City of Imperial Beach to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFQ/P is dependent upon the approval of the City Council of the City of Imperial Beach.

The City retains the right to reject any or all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent. A sample contract is attached hereto. Each submittal shall be valid for not less than ninety (90) days from the date of receipt and, if the proposal is selected, it shall be effective for the duration of the contract.



**EQUAL OPPORTUNITY PROGRAM REQUIREMENTS**

The City of Imperial Beach is committed to equal opportunity in solicitation of professional service consultants to assure that consultants doing business with, or receiving funds from, the City is equal opportunity contractors and employers. The City encourages prime consultants to share this commitment.

The selected respondent(s) and each of its (their) Sub-consultants and/or co-venture partners, shall comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. The respondent shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, medical condition or place of birth.



## **City of Imperial Beach**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

#### **TO ASSIST IN THE 2018 RESILIENT IMPERIAL BEACH (RIB)** **LOCAL COASTAL PROGRAM (LCP)/GENERAL PLAN (GP) UPDATE**

This Agreement, entered into this \_\_\_\_ day of March, 2017, by and between the **CITY OF IMPERIAL BEACH** (hereinafter referred to as "**CITY**"), and **Sea Level Rise/LCP and Associates** (hereinafter referred to as "**CONSULTANT**") (collectively "**PARTIES**").

#### **RECITALS**

**WHEREAS**, CITY recognizes that on November 14, 2008, Governor Schwarzenegger issued Executive Order S-13-08 directing state agencies to plan for sea-level rise and climate impacts; and

**WHEREAS**, CITY recognizes that Coastal Act Section 30006.5 calls for the need to have the Coastal Commission utilize sound and timely scientific advice when considering policy and development decisions with regard to issues such as coastal erosion, marine biodiversity, wetland restoration, sea level rise, and other fields; and

**WHEREAS**, CITY recognizes that Coastal Act Section 30253 requires new development to minimize risks to life and property in areas of high geologic, flood, and fire hazard; and

**WHEREAS**, CITY was awarded a \$300,000 Climate Ready grant (Grant Agreement 13-090) by the State Coastal Conservancy (SCC) on January 23, 2014 and a \$70,000 grant by the San Diego Foundation to conduct a vulnerability assessment and develop adaptation strategies to address the effects that sea level rise could have on coastal resources along the Pacific Ocean shoreline of Imperial Beach; and

**WHEREAS**, CITY was awarded a \$225,000 LCP grant by the Coastal Commission in September of 2016 to translate the selected SLR adaptation strategies into LCP policies; and

**WHEREAS**, CITY recognizes that the preparation of an LCP amendment requires specialized planning knowledge and skills and desires to employ a CONSULTANT to furnish professional services in the field of climate change / sea level rise/ CEQA/ LCP amendments; and

**WHEREAS**, CONSULTANT is a limited liability company and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

**WHEREAS**, CITY, on April 5, 2017, adopted Resolution No. 2017-XXXX authorizing the City Manager to enter into a professional services agreement to have CONSULTANT provide the services as hereinafter set forth.

**NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:**

**Section 1. EMPLOYMENT OF CONSULTANT.**

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

**Section 2. SCOPE OF SERVICES AND COMPENSATION.**

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Proposal For The 2018 Resilient Imperial Beach LCP/GP Update," attached hereto and made a part hereof.
- B. CONSULTANT shall coordinate its work and services with those of other consultants and agencies hired by or partnered with CITY on this project, such as the Tijuana River National Estuarine Research Reserve (TRNERR) in its Climate Understanding and Resilience in the River Valley (CURRV) study and with the Unified Port District of San Diego.
- C. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- D. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- E. CONSULTANT shall be compensated for work completed, not to exceed **\$375,000.00** for basic services rendered under this Section 2, as more particularly described in Exhibit A. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- F. CONSULTANT shall submit monthly statements (bifurcated into grant-eligible and non-eligible work) for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

**Section 3. PROJECT COORDINATION AND SUPERVISION.**

The City Planner, James Nakagawa, is hereby designated as the PROJECT MANAGER for CITY and will monitor the progress and execution of this Agreement.

**Section 4. LENGTH OF CONTRACT.**

The contract between CONSULTANT and CITY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT'S own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

## **Section 5. CHANGES.**

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed by both parties before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

## **Section 6. OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired but shall deliver all original materials to CITY.

## **Section 7. AUDIT OF RECORDS.**

7.1. At any time during normal business hours and as often as may be deemed necessary, the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **Section 8. PUBLICATION OF DOCUMENTS.**

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

**Section 9. COVENANT AGAINST CONTINGENT FEES.**

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**Section 10. NO ASSIGNMENTS.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which CITY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

**Section 11. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement. However, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

**Section 12. LICENSES, PERMITS, ETC.**

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

**Section 13. INSURANCE.**

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, CITY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to CITY certificates of insurance and endorsements as to each policy. Each certificate of insurance shall provide that the policy will not be materially altered or cancelled without first giving 10 days written notice to the CITY by certified mail. Coverage shall include appropriate waivers of subrogation as to

the CITY. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

#### **Section 14. CONSULTANT NOT AN AGENT.**

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

#### **Section 15. INDEMNITY.**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and their respective officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its respective elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

#### **Section 16. TERMINATION.**

CITY may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed would bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

#### **Section 17. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that

applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

#### **Section 18. GENERAL CONDITIONS.**

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

#### **Section 19. OFFICE SPACE AND CLERICAL SUPPORT.**

Consultant shall provide its own office space and clerical support at its sole cost and expense.

#### **Section 20. SUBCONTRACTORS.**

20.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY/AGENCY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

#### **Section 21. CONFIDENTIAL RELATIONSHIP.**

CITY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even



within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

## **Section 22. MEDIATION.**

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If the Parties agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

## **Section 23. NOTICES.**

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

### CITY

James Nakagawa  
City Planner  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach CA 91932

### CONSULTANT

XXX  
Principal  
LCP / SLR and Associates LLC  
123 Climate Change Avenue, Suite 212  
Imperial Beach, CA 91932

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

## **Section 24. CALIFORNIA LAW; VENUE.**

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

## **Section 25. ENTIRE AGREEMENT.**

This Agreement, and its Attachments and Exhibits, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. The following attachments are a part of this Agreement: **Proposal dated February, 2017.** No change, alteration, or modification of the terms or conditions of this Agreement, and no

verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

#### **Section 26. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

#### **Section 27. TIME IS OF ESSENCE.**

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

#### **Section 28. COMPLIANCE WITH LAW.**

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

#### **Section 29. STATEMENT OF EXPERIENCE.**

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

#### **Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.**

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

**Section 31. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**Section 32. NO WAIVER.**

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

**Section 33. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**Section 34. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**Section 35. EXHIBITS INCORPORATED.**

Exhibit "A" is incorporated into the Agreement by this reference.

**Section 36. SIGNING AUTHORITY.**

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

**CITY OF IMPERIAL BEACH:**  
A municipal corporation

**CONSULTANT:**  
Sea Level Rise/LCP and Associates LLC

\_\_\_\_\_  
Andy Hall, City Manager

\_\_\_\_\_  
XXX /Principal

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jennifer M. Lyon, City Attorney

\_\_\_\_\_  
Steve Dush, Assistant City Manager/  
Community Development Director

**ACKNOWLEDGMENT**

State of California     )  
County of San Diego    )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

---

State of California     )  
County of San Diego    )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

---

State of California     )  
County of San Diego    )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**

[Proposal and Scope of Services]